

1 has withheld documents for, in fact there was a pending
2 objection to that document request that was never addressed
3 by BRACII. BRACII has never held a discovery conference on
4 that issue. The objections, and I believe they are before
5 the Court, the objections were that they were overbroad and
6 burdensome. BRACII never did anything to address those
7 concerns. For them to come back in now and say that somehow
8 Mr. Jaeban even though he spent \$8,000 to have the receiver
9 produce those documents, somehow did not comply with the
10 Court's direction in the May 25th order is not correct.

11 THE COURT: Well, what exactly happened from a
12 timing standpoint prior to June 18th?

13 MR. WILCOX: Well, I believe Mr. Allen is on the
14 telephone, and he probably --

15 THE COURT: The suggestion -- Mr. Wile's suggestion
16 is that there was the May 25th order that set a June 18
17 deadline and that it was well after June 18 before Mr. Jaeban
18 or his counsel kind of got geared up to even look for some of
19 the stuff. I think, you know, that to put a gloss on it,
20 that's really what he's saying, and what's your response to
21 that?

22 MR. WILCOX: Well, Your Honor, I believe without
23 going into attorney/client privilege issues, Wragge and Co.
24 conducted a document review in response to Mr. Jaeban's
25 request. I believe that's what was produced in what I will

1 call the supplemental document production. With regard to
2 the receiver, the receiver took the position from the date of
3 the May 25th order up until August 25th -- August 1st, that
4 he had no responsive documents. We were not in a position --
5 Mr. Jaeban was not in a position to overrule the receiver on
6 that particular issue. Mr. Jaeban --

7 THE COURT: Presumably the receiver had the
8 contractual obligation to cooperate with Mr. Jaeban; correct?
9 Under the deed of assignment, that was part of the deal.

10 MR. WILCOX: Well, I think that's open to
11 interpretation, Your Honor. I will say as a practical
12 matter, Mr. Jaeban did not have the ability to compel the
13 receiver to produce documents.

14 THE COURT: I wasn't saying that. I wasn't saying
15 that he had the right to compel him or control him
16 necessarily, but the receiver did have a contractual
17 obligation under the deed of assignment to cooperate. The
18 receiver could not take the position without breach of
19 contract that this is none of my affair, I'm not going to
20 even bother. What you're suggesting is that the receiver's
21 position was, Sure, I'd be glad to cooperate if I had
22 something but I don't have anything.

23 MR. WILCOX: He took that position, and then he
24 also took the position that some of those documents are
25 privileged and could expose the receivers to personal

1 liability.

2 THE COURT: So, notwithstanding the contractual
3 obligation to cooperate, the receiver nevertheless said,
4 Well, this is too close to home. I'm not going to give you
5 the documents.

6 MR. WILCOX: And this was addressed when we
7 traveled there in August. I mean, we really had -- the
8 receiver really put everybody in an impossible position
9 because he took the position, first of all, that there was a
10 pending objection to the document request. Secondly, that
11 the documents that he had were not responsive to the document
12 request, and then we said, Well, we would like you to make
13 the documents available just to assuage the plaintiffs and
14 take that issue away so we can continue with the depositions.
15 The receiver's position at that point was, We can't do that
16 without a privilege review and by the way, we have no money
17 to pay for a privilege review, and we saw this with the
18 receiver not only in connection with Mr. Jaeban, but in the
19 actual receiver's files, which I viewed relatively briefly
20 and I believe Mr. Wile also reviewed. There was
21 correspondence in which the receiver basically said, Under
22 English law, I have no responsibility to produce documents to
23 any third party. Now, may he have had a purely contractual
24 ability that Mr. Jaeban could enforce, you know, after filing
25 a complaint and a trial? We're not happy with the receiver's

1 position because my client, Mr. Jaeban, continues to be
2 prejudiced by the receiver's actions in this case. There is
3 absolutely no doubt about that, and much of what we're trying
4 to do with regard to discovery and otherwise is an attempt to
5 take away that prejudice. To the extent that there was
6 prejudice to BRACII, we tried to take away that prejudice,
7 Your Honor. We think that the course that the --

8 THE COURT: Well, is there anybody -- We have
9 somebody for the estate administrator, that's the BRACII
10 estate administrator.

11 MR. WILCOX: That's right.

12 THE COURT: We don't have anybody for the receivers
13 on the phone here.

14 MR. WILCOX: That's right.

15 THE COURT: I guess I don't quite understand how
16 the receivers can in effect sell this cause of action through
17 this deed of assignment to Mr. Jaeban, get paid for it, and
18 have as part of the consideration or part of the agreement,
19 this contractual obligation to cooperate and then simply say,
20 Well, sorry, we're not going to do it.

21 MR. WILCOX: Well, let me go back, Your Honor.
22 First of all he took the position there was a pending
23 objection to the discovery requests, and it had never been
24 addressed. Secondly, he took the position --

25 THE COURT: Hadn't taken an objection by whom?

1 Where?

2 MR. WILCOX: By the receiver filed by Morris,
3 Nichols, as one of their relatively -- near the end of their
4 tenure of the case. So, if we --

5 THE COURT: Notwithstanding the order that I had
6 subsequently issued that said, produce the documents.

7 MR. WILCOX: Well, that -- It's not clear to me,
8 Your Honor, whether you were essentially overruling the
9 objections that had never been -- that had never been
10 addressed between counsel. Mr. Jaeban requested that the
11 receiver produce documents and conduct a review, the
12 receiver's response was, I have conducted review. My
13 documents are not responsive to the request. Okay? Did Mr.
14 Jaeban potentially have a contractual cause of action that he
15 could have sued the receiver? He might, he might have, and
16 he may have that today. But that doesn't change the question
17 of Mr. Jaeban's good faith because as a practical matter, and
18 I can tell you this from personal experience, the receiver
19 was incredibly difficult to deal with.

20 THE COURT: Well, I have not committed to memory
21 all of the papers that are in front of me, so, remind me
22 again the timing of what was done by Mr. Jaeban viz-a-viz the
23 receiver to get the receiver to produce these documents prior
24 to the June 18 deadline?

25 MR. WILCOX: Perhaps Mr. Allen could address this

1 in more complete detail. My understanding is, and I have
2 been told this, is that Mr. Jaeban went --

3 THE COURT: Why don't we do this? Why don't I ask
4 Mr. Allen. Are you there, Mr. Allen?

5 MR. ALLEN (TELEPHONIC): I am, Your Honor.

6 THE COURT: Is this a matter as to which --

7 MR. ALLEN (TELEPHONIC): Mr. Jaeban was . . .
8 (microphone not recording) --

9 THE COURT: Mr. Allen, Mr. Allen, we're having a
10 very difficult time understanding you. I think you're
11 partially breaking up so like half of a word is missing. Are
12 you on a speaker phone?

13 MR. ALLEN (TELEPHONIC): I'm not on a speaker
14 phone, Your Honor . . . (microphone not recording).

15 THE COURT: All right. Sounds a little better.
16 I'm sorry, will you start again, because none of us here were
17 able to understand what you were saying.

18 MR. ALLEN (TELEPHONIC): Your Honor, the position
19 was that Mr. Jaeban as asking the receiver's representative
20 within Wragge and Co., John Whitborough (phonetical) who was
21 the representative of the receiver, to advise whether or not
22 any documents within the receiver's papers were responsive
23 documents to the joint second request. At that stage,
24 certainly, Your Honor, it was not the impression given that
25 we just may have given a wrong impression, but, Your Honor,

1 we were not under the impression certainly either as
2 representatives of Mr. Jaeban, and certainly the receiver was
3 not aware that the order of the 25th of May overruled Jaeban
4 U.K.'s objection at that stage for the disclosure of the
5 receiver's papers. The receiver, therefore, was saying that
6 they only had an obligation to cooperate insofar as they had
7 any documents pertaining to the responses by Morris, Nichols,
8 which effectively said that no documents would be produced
9 unless they were non-privileged documents that referred or
10 related to the adversary proceedings or an issue in the
11 adversary proceedings. Your Honor, the position taken by
12 Wragge and Co. was that there were no responsive documents,
13 and, Your Honor, that is still the position taken by them,
14 and indeed, it is contested as far as the receiver is
15 concerned and there is no representative from the receiver
16 here, but it's certainly my knowledge from my discussions
17 with them and indeed Mr. Jaeban contests that the documents
18 that Mr. Wile says are responsive documents are not
19 responsive documents because they do not relate to the
20 adversary proceedings. The documents that he has produce
21 relate to an entirely different matter as I understand Mr.
22 Sullivan has dealt with and Mr. Wilcox has dealt with in
23 their response. Those documents relate to an inquiry by the
24 receiver as to whether or not Mr. Jaeban should he want to be
25 allowed to set up an independent company which might possibly

1 compete with Zodiac, not BRACII. We're talking here about
2 Zodiac. After the assignment of the IPLA agreements and
3 agreements to Zodiac. So, Mr. Jaeban was asking for whether
4 or not there were any documents that would comply with the
5 responses that were being put in by Jaeban U.K. Limited, and
6 he was told there were not and therefore, there was no
7 obligation to comply with any terms of the agreement. Your
8 Honor --

9 THE COURT: Let me ask you this question -- Mr.
10 Allen -- Mr. Allen, let me ask you this question: To what
11 extent was this issue having to do with the pendency of the
12 objection to the document request brought to the attention of
13 BRACII's counsel prior to the June 18 deadline?

14 MR. ALLEN (TELEPHONIC): Your Honor, I can't hear
15 the question. I'm sorry.

16 THE COURT: Well, here's what I'm concerned about.
17 I set a June 18 deadline in my May 25 order. I must tell you
18 I did not address or think about the --

19 MR. ALLEN (TELEPHONIC): Your Honor, the line is
20 terribly bad. I can't actually hear . . . (microphone not
21 recording).

22 THE COURT: Well, let me try again. Is that
23 better?

24 MR. ALLEN (TELEPHONIC): No.

25 THE COURT: Well, I will say it then for other

1 counsel and maybe somebody else can answer my question. When
2 I set the June 18th deadline in my May 25 order for the
3 production by Mr. Jaeban as in effect a sanction being
4 imposed at the request or based upon the motion to strike
5 that had been filed by BRACII, I did not consider that there
6 may be outstanding objections. I don't recall that the
7 papers at that time made that point. If they did, I didn't
8 consider it. I can just tell you that honestly. So, I
9 didn't build into my order any mechanism for resolving any
10 pending objections that may have been put on the table by
11 Morris, Nichols before it withdrew. Now, having said that,
12 the question is, to what extent was that issue brought to the
13 attention of BRACII's counsel prior to the time of the
14 expiration of the June 18 deadline? I would think that if
15 I'm Mr. Jaeban's counsel and I'm not getting documents from
16 the receiver because the receiver is not willing to produce
17 them because of these pending objections that have not yet
18 been ruled on by the Court, then I'm going to make that known
19 to BRACII before I find myself up against the June 18
20 deadline or I would think I'm going to file an emergency
21 motion with the Court saying I need to have that date
22 extended because we're trying to get the documents from the
23 receiver, but the receiver's not cooperating because of these
24 unresolved objections. Now, did any of that happen? Let me
25 ask Mr. Wilcox --

1 MR. ALLEN (TELEPHONIC): Well, Your Honor, no,
2 because Mr. Jaeban was told by the receiver's representatives
3 that there were no responsive documents.

4 THE COURT: Well, let me ask this question.
5 Perhaps I'll ask Mr. Wilcox. Number one, can you answer my
6 question, Mr. Wilcox, and number two, at what point prior to
7 June 18 did Mr. Jaeban's counsel advise BRACII's counsel that
8 the receiver said there were no responsive documents or that
9 it would not produce documents until such time as the
10 objection was resolved?

11 MR. WILCOX: I'm not aware of any discussions in
12 that regard, as a matter of candor with the Court.

13 THE COURT: And doesn't that just make the
14 situation worse? Doesn't that foster this environment in
15 which we find ourselves now arguing over who has complied and
16 who hasn't complied when there was, I think everybody would
17 agree, a firm deadline that was set in the May 25th order by
18 me. And the reason I set the deadline was as an optional
19 kind of relief that I thought was consistent with what Mr.
20 Jaeban was asking for, which was, give us some more time here
21 to produce these documents. I'm now in the driver's seat.
22 I've taken over. I have the deed of assignment. I can do
23 these things. I have a contractual obligation or contractual
24 arrangement with the receiver where they will produce the
25 documents. So then nothing happens, and then there's radio

1 silence up until June 18th and now surprisingly, BRACII is
2 unhappy.

3 MR. SULLIVAN (TELEPHONIC): Let me -- This is Brian
4 Sullivan, Your Honor. Let me just try to aid the Court in
5 whatever way I can. I was communicating with both Wragge and
6 Company and Ken Wile with regard to the supplemental document
7 production and trying to communicate what we were expecting
8 and when we were expecting it, and there was a fair amount of
9 communication between Ken Wile and myself, and I believe to
10 the best of my recollection, Judge and Ken, that I was
11 informing Mr. Wile that the receiver would not produce
12 documents. I don't believe that anybody at that point, Your
13 Honor, was focused on the objection as much as number one,
14 the receiver taking the position that he would not produce
15 them, and I hope I'm correct, Ken, but I think we all knew
16 that as both the June 18th date approached and also the date
17 for the depositions in August and also, Your Honor, shortly
18 at about that time the receiver's position that the documents
19 were not responsive so we apologize if we did not focus on
20 the objection as maybe we should have, and if the Court
21 believes that we should have come in and extended the date in
22 the middle of the fur flying we also apologize for that.
23 That might have helped, but I will say that there was a vast
24 amount of communication between the parties as to what was
25 happening and what wasn't happening. So we were not aware of

1 the strong position that the depositions wouldn't go forward.
2 There's no doubt that BRACII knew they didn't have the
3 receiver's documents when they went over to England for the
4 depositions. There's no doubt about that. So I hope that
5 that information helps the Court.

6 THE COURT: All right. Well, unfortunately we're
7 running out of time, so we need to kind of move through this
8 and wrap it up as quickly as possible. All right, Mr.
9 Wilcox?

10 MR. WILCOX: Thank you, Your Honor. We don't
11 believe that sanctions are appropriate here. We certainly
12 don't believe that striking a counterclaim is an appropriate
13 remedy. We don't believe that the abolition of the escrow
14 agreement -- There's really no -- The worst I think that can
15 be said about Mr. Jaeban is that he was not able to produce
16 the documents as quickly as the Court would have liked.
17 There's no -- We think he made a good effort. We think he
18 produced -- did the supplemental production in a timely
19 fashion. So we do not -- just for the record, let me be
20 clear, we do not accept that he -- We do not accept the
21 plaintiffs' position that he failed to comply with the order.
22 But what frustrates us is that when we made -- Every time
23 we've made an attempt to address the concerns, without taking
24 a hyper-technical approach to discovery, we've ended up with
25 increased problems, and we believe that we have produced far

1 more documents than the plaintiffs have in this case. That's
2 really not an issue for the motion for sanctions. We also
3 feel that the plaintiffs have engaged in what can only be
4 described as character assassination. The inclusion of e-
5 mails from the receiver on totally unrelated topics have no
6 business in the reply. The reply also raises a number of new
7 issues. Let me address also Mr. Wile's inclusion of Mr.
8 Allen's e-mail regarding the computer system. That's an
9 attempt to address a discovery issue and resolve a problem.
10 In the plaintiffs' hands it sounds like -- they're trying to
11 make it sound like we're concealing information. We never
12 concealed information. Those are the directions from our
13 client because, quite frankly, we think the merits are in our
14 favor in this case.

15 THE COURT: All right. Let me just ask you briefly
16 before you sit down, Mr. Wilcox, to address your motion to
17 reopen discovery.

18 MR. WILCOX: Thank you, Your Honor. We address in
19 our motion that a document request was served upon BRACII a
20 long time ago. They filed an objection. The receiver didn't
21 follow up on it, and, granted, we did not conduct a discovery
22 conference. But basically, if I may characterize the
23 plaintiffs' position, it's that we don't have the documents
24 that were sold to AVIS. The vast majority of the documents
25 were sold to AVIS. The computer system was sold to AVIS. As

1 a result, Your Honor, we have three Lever Arch files --
2 excuse me, now four due to the supplemental production that
3 occurred in England. I'm trying to take away the prejudice
4 to Mr. Jaeban from the receiver's lack of follow-up on the
5 plaintiffs' position that they don't have the documents.
6 We're just trying to get the documents. Unfortunately the
7 plaintiffs no longer have them. We're trying to get them
8 from the party that does have them. Additionally, Your
9 Honor, the plaintiffs filed an amended complaint in July
10 asserting a new claim against Mr. Jaeban on a personal
11 guarantee. That came after the expiration of the discovery
12 period. Mr. Jaeban has had no opportunity to take any
13 discovery, document requests, interrogatories, depositions,
14 whatever with regard to that. Obviously we're extremely
15 concerned about that, and it's crucial that the Court allow
16 him the opportunity to take discovery to defend himself on a
17 \$900,000 claim.

18 THE COURT: Okay, thank you. Mr. Wile, you have
19 about two minutes.

20 MR. WILE: I know I have to be as quick as
21 possible. Let me begin with receiver's documents. I really
22 am startled by what I've heard because most of what we wanted
23 and the most interesting documents produced were in response
24 to our first document request. Mr. Jaeban's letter of 30
25 January, I do not agree with the Ian Weatherall of Wragge and

1 Co. with reference to the claim against Budget International.
2 And it goes on from there. That is responsive to our first
3 set of requests, and by the way, the receivers are in fact
4 agents of Jaeban U.K. The prior one establishes a
5 ratification defense. There's other financial information
6 that was responsive to our first document request, and I just
7 don't understand why they weren't produced, and it's
8 certainly news to me that they could have been produced. I
9 simply don't recall. I did have a number of conversations
10 with Brian Sullivan. I frankly, for better and for worse,
11 simply recall him telling me that. I'm certainly not saying
12 that that's not the case, I just have to candidly tell the
13 Court, I don't have any recollection of it, and I know my
14 colleagues have not reminded me of it, but again, I didn't
15 minute every phone call that was there. Back to Welcome
16 House for just a second. In terms of trying to resolve the
17 credibility dispute between Mr. Wilcox and Mr. Taylor and --
18 I like Mr. Wilcox. I don't like being in this position. I
19 think the best way to resolve it is to look at what Mr.
20 Jaeban in fact has done, and I dare say if there weren't a
21 problem with that November 2003 production then Mr. Jaeban is
22 a smart entrepreneur, and I strongly doubt he would be paying
23 for a compute expert unless there was a problem to be
24 addressed and just to reiterate what we said was said was in
25 fact said on that score. Turning to the motion for

1 quote/unquote "limited discovery", not only do Mr. Jaeban's
2 document requests, which seek the moon and the sun, speak for
3 themselves, interestingly only served after we made very
4 strong challenges to their document production, but it took
5 Mr. Jaeban until his reply, as opposed to say for example our
6 discovery conference to bring up the guarantee. The
7 guarantee was attached to both the original complaint and the
8 amended complaint. He's always known about the guarantee,
9 but the critical point here, Your Honor, is that they're the
10 same facts. Secondary liability over the same liability.
11 That's what the discovery's been about, and I can only tell
12 the Court that, you know, Mr. Jaeban and his counsel waited
13 more than six months after the assignment to suddenly
14 discover that our document production was not all that they
15 wanted and they certainly haven't cited a case and in my
16 searches I could not find a case which said you can sleep on
17 your rights for six months, suddenly wake up, after you've
18 already consented to a pleading, but not selected to change
19 the schedule and seek additional documents, and we do
20 believe, not only as a matter of the excusable neglect
21 standard, which they neglected to mention, but as a matter of
22 sanctions as well, that allowing them to reopen discovery now
23 would, as I cautioned in my -- said, rather, excuse me, in my
24 opening remarks would reward them for complete indifference
25 to June 18th, and with respect to our first document request,

1 I think it's clear that there was complete inaction before
2 June 18th with respect to the one Lever Arch file. I hope I
3 haven't spoken too quickly, Your Honor.

4 THE COURT: All right. I will re-read all of these
5 filings. I will issue an order as promptly as I can. I am
6 not comforted that the parties have made every effort in this
7 case to move along to get to the merits in a thoughtful way.
8 I am always suspicious when everybody on both sides thinks
9 everything is so clear, which means to me that they are not
10 looking at things at all from the other person's perspective,
11 and that's true in both cases here, but rather have a clear
12 and righteous view of the world that may not be so clear upon
13 inspection. I will take a close look again at the pleadings.
14 I will issue an order. I will also advise you that upon
15 issuance of that order, it's my intention to have this case
16 transferred to a new judge who is Judge Jack Peterson out of
17 the District of Montana or such other judge as the Chief
18 Judge of the District of Delaware, Judge Walrath will
19 designate, and the reason for that is that my own -- you all
20 know, my own authorization to serve in Delaware on a resident
21 basis expired this month, and my ability to -- or my
22 authorization to serve in Delaware on a non-resident basis
23 will expire in December, and so to get this case to trial, it
24 will take somebody else. I tell you that, because once I
25 issue my ruling on this, and of course that will all be a

1 matter of record that the new judge can review, but one never
2 knows what the new judge's opinion may be or approach to
3 these kinds of issues. So it's often better to make sure
4 that they don't get addressed if you want to actually get to
5 have the matter resolved. Be that as it may, that's what I'm
6 going to do in this case. I'll issue an order as soon as
7 possible. As you see, I've got boxes of documents, counsel
8 in the room, I'm in trial all day. I'm in trial all morning
9 tomorrow. I'm on an airplane gone for about ten days, so I
10 don't think you'll hear from me until the first week in
11 October at the earliest unless I can find some sleepless time
12 on an airplane to think about this. I apologize for that
13 delay but it's the best I can do.

14 MR. WILE: Your Honor, I think there's one issue on
15 which Mr. Wilcox and I do agree which is we greatly
16 appreciate the Court's effort throughout what has not always
17 been an easy case for any of us.

18 THE COURT: All right, so all three matters will be
19 deemed submitted. Sounds like the first matter is unopposed
20 except to the extent that the ruling on the motion for
21 sanctions may have an impact upon the scheduling of the
22 depositions. All right. With that, we're adjourned, thank
23 you.

24 ALL: Thank you, Your Honor.

25 (Whereupon at 9:09 a.m. the hearing in this matter

1 was concluded for this date.)
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14

15 I, Elaine M. Ryan, approved transcriber for the
16 United States Courts, certify that the foregoing is a correct
17 transcript from the electronic sound recording of the
18 proceedings in the above-entitled matter.
19

20 Elaine M. Ryan
21 Elaine M. Ryan
22 2801 Faulkland Road
23 Wilmington, DE 19808
24 (302) 683-0221
25

1-18-05

EXHIBIT C

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	)	Chapter 11
BRAC GROUP, INC. (f/k/a BRAC Group,	)	Case No. 02-12152 (MFW)
Inc.), <u>et al.</u> ,)	
)	
Debtors.	)	(Jointly Administered)
)	
BRAC GROUP, INC. (f/k/a Budget Group,	)	03-A-54271
Inc.), <u>et al.</u> ,)	
)	
Plaintiffs and Counterclaim Defendants,)	
)	
v.)	
)	
Jaeban (U.K.) Limited,)	
)	
Defendants and Counterclaim Plaintiff.)	
)	

SECOND AFFIDAVIT OF IBRAHIEM JAEBAN

IBRAHIEM JAEBAN, being duly sworn, deposes and says:

1. I am the former Managing Director and principal shareholder in Jaeban (UK) Limited (in administrative receivership) ("Jaeban UK") and my address is Forth House Farm, Isel, Near Cockermouth, Cumbria, United Kingdom, CA13 9SA. I am the assignee of Jaeban by virtue of a deed of assignment dated February 20, 2004. I make this affidavit in support of the Motion for Reconsideration of the Memorandum Opinion dated December 14, 2004.
2. I respectfully deny that I did nothing between the May 25, 2004 Memorandum Decision and June 18, 2004 to comply with the Orders of this Honorable Court. In fact I took substantial steps to comply with the May 25, 2004 Order as set forth below.

3. As I understood it, the May 25, 2004 Memorandum Decision ordered me to (a) respond to Plaintiff BRACII's Second Request for Production of Documents and (b) to respond to concerns raised by Plaintiffs in a letter dated December 12, 2003, regarding alleged gaps in Jaeban UK Limited's November production of documents.
4. As the Court is aware, after Jaeban (UK) Limited was placed in Administrative Receivership on October 20, 2003, I ceased to have any control over it. It was not until the cause of action was assigned to me on February 20, 2004 that I was in a position to direct the actions of Jaeban UK Limited's attorneys. By the date of the assignment, BRACII had already filed its Motion to Strike and Jaeban UK Limited's response was required to be served on February 23, 2004. I immediately negotiated terms of retainer with Wragge & Co LLP and as soon as that had been agreed I instructed them to retain Delaware Counsel. Werb & Sullivan were instructed on February 24, 2004. An extension of time was negotiated with BRACII's lawyers to respond to the Motion by March 1, 2004 and the hearing took place March 10, 2004. I was advised by Wragge & Co LLP following the hearing that it would be unwise to incur further costs in the event that BRACII's Motion was successful and therefore no further action was taken on behalf of the Defendant until the Memorandum Opinion was handed down on May 25, 2004.
5. Immediately after I received a copy of the Memorandum Opinion I contacted Wragge & Co LLP and instructed them to take all steps necessary to comply with the terms of the Order. I was informed that this would require payment of all outstanding invoices to date and the sum of £45,000.00 on account of costs. Although this was a large sum of money, I managed to send a cheque to Wragge & Co LLP for this sum on June 7, 2004. I also had to make arrangements to place Werb & Sullivan in funds. I did this in order to ensure that I could proceed as soon as possible to comply with the Memorandum Opinion.
6. I contacted Wragge & Co LLP on June 9, 2004, as I was worried that the June 18, 2004 deadline was fast approaching and I hadn't heard anything from them since I placed them in funds on June 7, 2004. I received a telephone call back from Craig Loweth an Associate at Wragge & Co LLP who informed me that Emma Carr and Keith Gamble from his office were working on (a) a response to the concerns raised by BRACII in their letter of December 12, 2003 and (b) contact was being made with the Administrative Receivers (for whom Wragge & Co LLP also acted) with regard to BRACII's Second Request for Production of Documents. I was also assured that

Wragge & Co LLP were in regular contact with Werb & Sullivan as the process continued. It was agreed that I would attend their offices at 4pm June 10, 2004 to go through the December 12, 2003 letter with them and to review the work that they had done to date.

7. On June 9, 2004, I also participated in a one hour conference call with my American attorneys, Brian A. Sullivan and Robert Wilcox to discuss Jaeban UK Limited's position in the litigation and also the discovery issues.
8. I attended a meeting on June 10, 2004 at Wragge & Co., LLP which was also attended by Craig Loweth, Emma Carr and Keith Gamble. At the meeting I was taken through the December 12, 2003 Letter and I gave instructions on each and every point raised in that letter. I was asked to carry out a search for further documents. I was also told that Emma Carr of Wragge & Co LLP had contacted the Administrative Receivers about the Joint Second Request but that the Administrative Receivers were unable to help unless they received a request for specific documents. I was concerned about this response and informed the meeting that I would speak to Mr. O'Connor personally about this. Mr. O'Connor worked for the Administrative Receivers and was in charge of their operations. Craig Loweth also said that he would speak to Ian Weatherall, a Partner at Wragge & Co LLP (who represented the Receivers) about the Receivers files as he was concerned about issues of privilege. During the meeting we also had a conference call with my U.S. attorneys, Brian Sullivan and Robert Wilcox. I cannot remember how long the meeting lasted but I do remember that it was a long one.
9. After the meeting on June 10, 2004, I spoke to Mr. O'Connor who informed me that the only documents held by him were either non-responsive or privileged and that the only pertinent documents to the request were likely to be held at Welcome House. I told him that the Welcome House documents had been reviewed by Wragge & Co LLP and PriceWaterhouseCoopers. Based upon that fact I believed we were already in compliance with the May 25, 2004 order as it related to those documents.
10. I spoke to Steven Allen (then an Associate at Wragge & Co LLP) on June 14, 2004 for a report on progress in complying with the June 18, 2004 order. It was agreed that I would attend a further meeting at Wragge & Co LLP on June 15, 2004 to review progress and also to discuss the BRACII Motion for Partial Reconsideration which

had recently been served. In the meantime, I had carried out an extensive search and found some further documents. I was to bring these with me to the meeting.

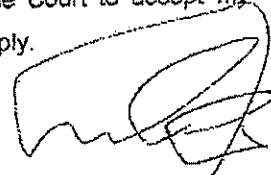
11. The meeting on June 15, 2004 was attended by Steve Allen, Craig Loweth and Keith Gamble. I took the lawyers through the further documentation that I had found. A Supplemental Schedule of Documents was being prepared in response to the First Joint Request. These would be ready to be sent to Brian Sullivan on June 17, 2004 with a response to each and every query in the Plaintiff's December 12, 2003 letter. I was taken through that letter again and agreed to each response. I was informed that an approach would be made to Jaeban UK Limited's auditors, BDO Stoy Hayward LLP, for responsive documents held in their files and that other accounts requested by the Plaintiffs had been ordered from Companies House but that my lawyers were confident that they would be able to comply with the June 18, 2004 deadline. The meeting lasted 3 hours.
12. In the meantime it was my understanding that discussions were on going between Wragge & Co and the Administrative Receiver's representatives with regard to the Second Joint Request. It was also my understanding that because Jaeban UK Limited's lawyers had served a timely objection to the Second Joint Request on December 30, 2004 that the Receiver's lawyer was of the opinion that the documentation did not have to be disclosed. Whilst I understand that there is now some debate as to whether the Order of May 25, 2004, overruled the Jaeban UK objection no such ambiguity or debate was mentioned to me at the material time. It is for that reason that no documents were produced in response to the Second Joint Request.
13. I attach as exhibit one a copy of the Supplemental Schedule of Documents served by my lawyers on June 18, 2004. I understand that the documents themselves were couriered to the Plaintiff's lawyers in both the US and the UK immediately thereafter.
14. Had there not been direct communication between the lawyers about the Receivers documents, it would have been obvious to BRACII from perusing the schedule and inspecting the documents that there were little or no responsive documents to the Second Joint Request contained therein. No correspondence was received from the Plaintiffs about this until after the arrival of Mr. Wile to the UK for the depositions.

15. It is important for this court to understand that in 2003 I had previously instructed Wragge & Co. and Pricewaterhouse to review all the documents at Welcome House in order to determine if there were any documents responsive to the First Joint Request for Production of Documents. Documents were produced from Welcome House by Wragge & Co in response.


16. I wish to answer the Judge's question at footnote number 2 on page 4 of the Memorandum Opinion. The reason why I did not send all the Welcome House documents to the Plaintiffs to avoid any potential discovery related disputes at first instance was because both Wragge & Co LLP and Morris Nicholls Arsht and Tunnell advised Jaeban UK Limited that it had properly complied with its discovery obligations in a correct and timely manner.

17. When I instructed my attorneys to deliver the entire set of 84 boxes to BRACII in August 2004, I did so in an effort to save and continue the deposition process.

18. I firmly believe that my actions show that I did my utmost and at great personal expense to comply with the May 25 Order under difficult circumstances. To the extent that the Court believes that I did not fully comply, I ask the Court to accept my apologies and to accept that I used my best endeavors to comply.


Ibraheim Jaeban

Sworn before me this
24th day of January 2005


Notary Public

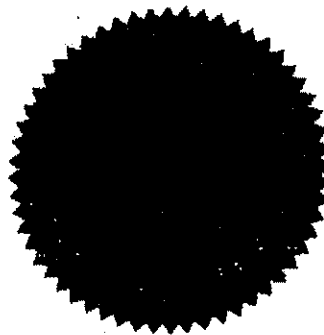


EXHIBIT "1"

Supplemental Schedule of Documents held by Jaeban UK Limited in relation to proceedings in the US Bankruptcy Court for the District of Delaware – Case No. 02-12152 (MFW)

Tab	Document Description	Copy/Original	Dated	Page Nos
Further Accounting Information				
21	Jaeban (UK) Limited - Balance Sheet	Copy	As at 30/11/00	2372 – 2373
21	Jaeban (UK) Limited - Profit and Loss Account	Copy	As at 31/12/00	2374 – 2379
21	Jaeban (UK) Limited – Audited Accounts	Copy	Year ended 31/12/00	2380 – 2389
21	Jaeban (UK) Limited - Profit and Loss Account	Copy	As at 28/02/01	2400 – 2403
21	Jaeban (UK) Limited - Profit and Loss Account	Copy	As at 30/04/01	2404 – 2407
21	Jaeban (UK) Limited – Draft Accounts	Copy	As at 31/12/01	2408 – 2429
21	Jaeban (UK) Limited – Audited Accounts	Copy	As at 31/12/01	2430 – 2450
21	Jaeban (UK) Limited - Profit and Loss Account	Copy	As at 31/05/01	2451 – 2455
21	Jaeban (UK) Limited - Profit and Loss Account	Copy	As at 31/12/01	2456 – 2459
21	Jaeban (UK) Limited - Profit and Loss Account – with Forecast	Copy	As at 31/12/01	2460 – 2463
21	Jaeban (UK) Limited 1 st Quarter 2002 – Trading Account	Copy	Undated	2464 – 2466
21	Jaeban (UK) Limited – Forecast Balance Sheet	Copy	01/02 to 12/02	2467 – 2470
21	Jaeban (UK) Limited - Profit and Loss Account – with Forecast	Copy	As at 28/02/02	2471 – 2472
21	Jaeban (UK) Limited - Profit and Loss Account – with Forecast	Copy	As at 30 April 2002	2473 – 2476

Tab	Document Description	Copy/Original	Dated	Page Nos
21	Jaeban (UK) Limited Budgeted Profit & Loss Account	Copy	01/02-12/02	2477 - 2487
21	Jaeban (UK) Limited Scotland Profit and Loss Account Year 1	Copy	Undated	2488
21	2000 Rental Operations – airport locations only	Copy	01/04/03	2489 – 2490
21	BTI – airport locations only (all locations attached)	Copy	Undated	2491 - 2492
21	Budget Adjusted Projections	Copy	Undated	2493 – 2495
21	Summary of Airport Locations and Revenue – (prior to reclassification).	Copy	Undated	2496 – 2499
21	Budget – summary of rental operations historical and projected KPI's.	Copy	Undated	2500
21	Summary of airport locations and rental headquarter results.	Copy	Undated	2501 – 2505
21	Jaeban (UK) Limited – Independent Business Review	Original	28/03/04	2506 – 2560
UK Operating Bulletins EMEA				
22	UK133	Copy	14/11/02	2561 – 2562
22	UK134	Copy	22/11/02	2563
22	UK136	Copy	03/12/02	2564
22	UK139	Copy	17/12/02	2565
22	UK120	Copy	01/07/02	2566
22	UK123	Copy	21/08/02	2566A – 2566B
22	EMA Reservation Charges	Copy	26/04/02	2567 – 2571
22	UK126	Copy	23/09/02	2572
22	UK127	Copy	25/09/02	2573
22	UK130	Copy	22/10/02	2574

Tab	Document Description	Copy/Original	Dated	Page Nos
22	UK133	Copy	14/11/02	2575
22	UK135	Copy	22/11/02	2576
22	UK134	Copy	22/11/02	2577 – 2578
22	UK141	Copy	16/01/03	2579
22	UK140	Copy	16/01/03	2580
Budget Action Bulletin				
23	Notice of Change to UK Operating Manual	Copy	03/08/01	2581
Jaeban (UK) Limited - correspondence with NatWest & HSBC Banks				
24	Letter from NatWest Bank to I Jaeban	Original	25/02/02	2626 - 2627
24	Letter from HSBC to I Jaeban	Original	18/04/02	2628
24	Letter from HSBC to I Jaeban	Original	31/05/02	2629 - 2630
24	Letter from HSBC to I Jaeban	Original	09/04/02	2631 - 2635
24	Letter from HSBC to the Directors	Original	03/09/02	2636 - 2648
24	Letter from HSBC to I Jaeban	Original	04/09/02	2649
24	Letter from HSBC to I Jaeban	Original	09/04/02	2650 - 2651
24	Letter from HSBC to the Directors	Original	09/04/02	2652
24	Letter from HSBC to I Jaeban	Original	18/04/02	2653 - 2658
Jaeban (UK) Limited – correspondence with BAA Retail				
25	Fax from BAA Retail to Jaeban (UK) Limited	Original	09/08/02	2659
25	Fax from BAA Retail to Budget	Copy	28/06/01	2660
25	Fax from BAA Retail to Budget	Copy	28/06/01	2661
Correspondence between Jaeban (UK) Limited and Budget				
26	Letter IM Jaeban to D Sawyer	Copy	04/02/99	2662
26	Letter IM Jaeban to D Sawyer	Copy	27/04/99	2663 – 2664

Tab	Document Description	Copy/ Original	Dated	Page Nos
26	Letter IM Jaeban to D Sawyer	Copy	24/06/99	2665
26	Letter IM Jaeban to Justin Shaw	Copy	25/08/99	2666 – 2669
26	Letter IM Jaeban to Justin Shaw	Copy	27/09/99	2670
26	Letter Doug Sawers to IM Jaeban	Original	18/10/99	2671 – 2673
26	Letter IM Jaeban to Doug Sawyer	Copy	19/10/99	2674 - 2676
26	Letter IM Jaeban to Doug Sawyer	Copy	10/01/00	2677
26	Letter IM Jaeban to Terry Clark	Copy	21/03/00	2678
26	Letter Justin Shaw to IM Jaeban	Copy	23/03/00	2679 – 2680
26	Letter Justin Shaw to IM Jaeban	Copy	14/04/00	2681 – 2683
26	Letter IM Jaeban to Justin Shaw	Copy	03/05/00	2684 – 2688
26	Letter IM Jaeban to D Sawyer	Copy	12/05/00	2689 – 2692
26	Budget Organisational Announcement	Copy	18/05/00	2693 – 2694
26	Budget Organisational Announcement	Copy	02/06/00	2695 – 2697
26	Fax IM Jaeban to Roddy Graham	Copy	08/06/00	2698
26	Letter IM Jaeban to Roddy Graham	Original	20/06/00	2699 – 2700
26	Letter IM Jaeban to Sandy Miller	Copy	03/08/00	2701 – 2705
26	Fax IM Jaeban to Roddy Graham and Terry Clark	Copy	30/08/00	2706
26	Fax IM Jaeban to Sandy Miller	Copy	13/10/00	2707
26	Letter IM Jaeban to P Mitchell	Copy	15/02/01	2708 – 2709
26	Fax IM Jaeban to P Mitchell	Copy	19/07/01	2710 – 2712
26	Letter IM Jaeban to Terry Clark	Copy	14/08/01	2713 – 2714
26	E-mail from Pam Elbro to Paul Mitchell	Copy	21/08/01	2715 – 2716
26	Fax from Steve O'Brian to IM Jaeban	Copy	25/10/01	2717 – 2720
26	E-mail Steve Downing to Paul Champken	Copy	16/01/02	2721 – 2725

Tab	Document Description	Copy/ Original	Dated	Page Nos
26	E-mail Trevor Sutherland/IM Jaeban	Copy	19/02/02	2726
26	Budget to Jaeban (UK) Limited	Copy	21/03/02	2727 – 2730
26	Budget EMEA Bulletin	Copy	04/04/02	2731
26	“Heads of Agreement”	Original	18/04/02	2732 – 2737
26	Letter Terry Clark to IM Jaeban	Copy	29/04/02	2738 – 2739
26	E-mail Jack Frazee to Vicky Waterfield	Copy	01/07/02	2740 – 2741
26	Letter Budget to BRAC Wolverhampton	Original	18/07/02	2742
26	EMEA Communication	Original	30/07/02	2743 – 2745
26	Letter/E-mail IM Jaeban to Terry Clark	Copy	09/08/02	2746
26	Letter James Cohen to Jaeban (UK) Limited	Copy	08/10/02	2747 – 2748
26	Letter Trevor Sutherland to IM Jaeban	Original	11/10/02	2749
26	E-mail from Budget to IM Jaeban	Copy	10/01/03	2750 – 2751
26	EMEA Communication	Copy	17/01/03	2752
26	Budget E-mail to IM Jaeban	Copy	28/01/03	2753
26	Budget E-mail to IM Jaeban	Copy	07/02/03	2754
26	Budget E-mail to IM Jaeban	Copy	12/02/03	2755
26	E-mail Matt Bond of Kroll to IM Jaeban	Copy	18/03/03	2756 – 2757
26	Letter IM Jaeban to Des McCann	Copy	04/09/03	2758
26	Fax Des McCann to IM Jaeban	Original	25/09/03	2759
26	Letter IM Jaeban to Sandy Miller	Copy	13/10/00	2760
26	E-mail from Trevor Sutherland to IM Jaeban	Copy	07/02/02	2761 – 2762
26	E-mail From Trevor Sutherland to Derek Harris	Copy	19/02/02	2763
26	Budget “Action Bulletin” sent to Jaeban	Copy	23/07/02	2764

Tab	Document Description	Copy Original	Dated	Page Nos
26	Budget "Action Bulletin" sent to Jaeban	Copy	18/07/02	2765 – 2768
26	E-mail – Terry Clark sent to Jaeban	Copy	30/07/02	2769 – 2771
26	Fax Dave Handley to Paul Champken	Copy	07/11/01	2772 – 2773
26	E-mail – Steve Downing to Jaeban	Copy	16/01/02	2774 – 2776
Correspondence Jaeban (UK) Limited and AVIS Europe				
27	Letter AVIS Europe to IM Jaeban	Original	13/03/03	2777 – 2781
Internal Jaeban (UK) Limited – Memoranda				
28	Martin Dobbing to Ibrahim Jaeban	Copy	20/06/00	2782 – 2785
28	Martin Dobbing to Ibraheim Jaeban	Copy	10/08/00	2786 – 2789
Budget - UK News Marketing				
29	Memo	Copy	01/10/01	2790 – 2791
29	Memo	Copy	07/09/01	2792 – 2796
29	Memo	Copy	15/06/01	2797 – 2802
29	Memo	Copy	26/07/01	2803
29	Memo	Copy	05/07/01	2804 – 2806
29	Memo	Copy	15/06/01	2807 – 2812
29	Memo	Copy	03/07/01	2813 – 2814
29	Memo	Copy	29/01/99	2815 – 2818
29	Memo	Copy	01/04/99	2819 – 2820
29	Memo	Copy	04/03/99	2821 – 2824
29	Memo	Copy	06/04/99	2825 – 2827
29	Memo	Copy	08/03/99	2828 – 2831
29	Memo	Copy	16/03/00	2832 – 2835
29	Memo	Copy	15/04/99	2836 – 2839

Tab	Document Description	Copy/ Original	Dated	Page Nos
29	Memo	Copy	30/01/01	2840 – 2841
29	Memo	Copy	25/05/99	2842 – 2844
29	Memo	Copy	15/12/99	2845 – 2847
29	Memo	Copy	16/02/98	2848 – 2851
29	Memo	Copy	03/06/99	2852 – 2853
29	Memo	Copy	08/06/99	2854 – 2868
29	Memo	Copy	01/02/00	2869 – 2870
29	Memo	Copy	04/05/99	2871 – 2873
29	Memo	Copy	10/06/99	2874 - 2877
Documents received from BDO Stoy Hayward (Auditors for Jaeban (UK) Limited)				
30	Management Accounts prepared by Jaeban (UK) Limited	Copy	6 months to 30/06/03	2878 - 2881
30	Management accounts prepared by Jaeban (UK) Limited	Copy	Year to 31/12/02	2882 - 2885
30	Draft Accounts	Copy	Year ended 31/12/01	2886 – 2911
30	Draft Accounts	Copy	Year ended 31/12/00	2912 - 2932

EXHIBIT D

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----)	
In re	)	Chapter 11
BRAC GROUP, INC. (f/k/a BRAC Group,	)	Case No. 02-12152 (MFW)
Inc.), <u>et al.</u> ,)	
)	
Debtors.	)	(Jointly Administered)
-----)	
BRAC GROUP, INC. (f/k/a Budget Group,	)	03-A-54271
Inc.), <u>et al.</u> ,)	
)	
Plaintiffs and Counterclaim Defendants,)	
)	
v.)	
)	
Jaeban (U.K.) Limited,)	
)	
Defendants and Counterclaim Plaintiff.)	
-----)	

AFFIDAVIT OF STEVEN DAVID ALLEN

STEVEN DAVID ALLEN, being duly sworn, deposes and says:

1. I am qualified as a solicitor in England and Wales. I am a partner in law firm Mills & Reeve of 54, Hagley Road, Birmingham, B16 8PE representing Ibraheim Jaeban, the assignee of Jaeban UK Limited by virtue of a deed of assignment dated 20 February 2004. I make this affidavit in support of my client's Motion for Reconsideration of the Memorandum Opinion dated December 14, 2004.
2. The May 25, 2004 order imposed three requirements on Mr Jaeban to be satisfied by 18 June 2004. These were as follows:
 - 2.1 Provide documents in response to BRACII's Second Request for Production of Documents.

2.2 Respond to concerns raised by BRACII in its letter dated December 12, 2003 alleging gaps in Jaeban UK's November 2003 production of documents.

2.3 Schedule depositions of any Jaeban UK personnel and the Jaeban Receiver.

It is alleged that Mr. Jaeban has failed to comply with (1) & (2). (3) is uncontroversial, as all parties acknowledge the scheduling of the depositions.

3. I confirm that Mr Jaeban took numerous specific actions to comply with the May 25, 2004 Order.

4. The BRACII First Joint Request did not contain a request for disclosure of the Receivers' documents. It could not have done given that the Administrative Receivers were appointed on 20 October 2003 and the First Joint Request was served earlier on 29 September 2003.

5. The request for disclosure of the papers relating to the receivership was in fact made in the Second Joint Request served on 25 November 2003. Jaeban UK served a timely objection 30 December 30, 2003 on the grounds that the request was;

"overly broad, unduly burdensome and seeks documents or information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence".

6. I note that at the 30 September 2004 hearing Judge Case stated that he was not aware of Jaeban UK Limited's objections to the Second Request when he made the order of 25 May 2004 requiring Mr Jaeban to produce the documents. At that time I was an Associate at Wragge & Co LLP. We did not believe that the Order overruled the Objection.

7. On the date of service of the Second Joint Request, Mr Jaeban had no authority to provide instructions to Wragge & Co to respond as Jaeban UK Limited was then in the hands of the Administrative Receivers for whom Wragge & Co now acted. As I have stated previously the Receiver did address the issue of the Second Joint Request served

by BRACII and instructed Morris Nicholls Arsht and Tunnell to serve a formal objection to the Second Joint Request .

8. Mr Jaeban could not address the questions raised in the Second Joint Request until the proceedings were assigned to him on February 20, 2004.
9. By the date of assignment BRACII had already filed their Motion to Strike and Jaeban UK's response was required to be served on February 23, 2004. Mr Jaeban immediately instructed Wragge & Co to retain Delaware Counsel and accordingly Werb & Sullivan were appointed. Werb & Sullivan managed to obtain an extension from BRACII's US Attorneys to respond by 23 February 2004.
10. In the meantime I can confirm that Mr Jaeban was negotiating with Wragge & Co to agree terms of retainer with them. These terms were agreed on 24 February 2004. Detailed instructions on the BRACII motion were sent to Werb & Sullivan on 25 February 2004. Werb & Sullivan subsequently obtained another extension with the agreement of BRACII Counsel to respond by 1 March 2004. The hearing of the BRACII motion took place on March 10, 2004. The judgment was handed down on 25 May 2004.
11. Once the Order had been made Mr Jaeban instructed Wragge & Co to take all necessary steps to comply with the terms of the Order. Wragge & Co required the sum of £45,000.000 (GBP) (approximately \$82,000.00 USD) to continue to act. This sum was raised by Mr Jaeban and paid over to Wragge & Co on 9 June 2004.
12. Mr Jaeban called Wragge & Co concerned about the nearness of the June 18 deadline for disclosure on 9 June 2004.
13. Emma Carr and Keith Gamble from Wragge & Co spent two days going through Jaeban UK documents in order to identify whether there were any responsive documents. This would appear to have been on or about June 9 and 10, 2004.
14. Emma Carr spoke to Mick O'Connor, the Receiver's representative on June 9, 2004.
15. Mr Jaeban attended a meeting at Wragge & Co on 10 June 2004 in relation to the May 25, 2004 Order.

16. Mr Jaeban subsequently spoke to Mick O'Connor after the 10 June 2004 meeting . Mr O'Connor informed him that the only documents held by the Administrative Receiver were privileged documents and that the bulk of the Jaeban UK papers were held at Welcome House.
17. Emma Carr spoke to Mick O'Connor on June 18, 2004 confirming the Receiver's previous position.
18. Mr Jaeban attended another meeting at Wragge & Co on 16 June 2004 to review compliance with the terms of the May 25, 2004 Order.
19. The Supplemental Schedule of Documents served on BRACII Counsel on June 18, 2004 was intended to be a response to the December 12, 2003 letter written by BRACII Counsel. This is apparent from the headings in the Supplemental Schedule, for example the first numbered paragraph in the December 12, 2003 letter, requested documents and drafts of documents that reflected the overall value of Jaeban UK Limited, including current and prior financial statements dating back to January 1, 2000. The Supplemental Schedule disclosed draft and actual accounts dating back to November 30, 2000 which were the earliest accounts that could be traced. Mr Jaeban's US Counsel were instructed in respect of each and every issue raised by the December 12, 2003 letter, responses which I understand were discussed between Mr Wile and Mr Sullivan.
20. The schedule represented a substantial number of hours work by Wragge & Co paid for by Mr Jaeban in compliance with the Order of May 25, 2004. Further, on the instructions of Mr Jaeban, the documents themselves were photocopied and couriered to BRACII's Counsel in the US and in London immediately following service of the Schedule. I cannot find a follow up letter from BRACII complaining that Mr Jaeban failed to address the issues in their December 12, 2003 letter.
21. In my respectful submission, it is obvious from looking at that schedule that none of the documents requested in the Joint Second Request were included in the categories. That being the case BRACII's Counsel flew to England at the very least with the knowledge that production of these documents had not yet taken place.
22. To my knowledge the first time BRACII's Counsel raised the issue of the Receivers documents after service of Mr Jaeban's Supplemental Schedule was in a conversation with myself and Mr Wilcox August 5, 2004 before the second day of Mr Jaeban's

depositions. It was certainly apparent to me that BRACII's Counsel would not hesitate to derail the deposition process. For this reason, it was agreed with BRACII's Counsel that Mr Wilcox would inspect the documents and that his doing so would not amount to a waiver of privilege. The purpose of this would be determine whether the papers might be responsive to the Second Request. I thought that irrespective of the Jaeban UK objection, that this co-operative attitude might entice BRACII's Counsel to concentrate on the deposition process.

23. By this time I had left Wragge & Co having accepted an invitation to join the partnership of Mills & Reeve Solicitors. Mr Jaeban continues to instruct me at that firm.

24. Wragge & Co, continuing to act for the Receiver refused permission for Mr Jaeban himself to review the files and therefore the review was undertaken by Mr Wilcox. Unfortunately, Mr Wile belatedly made it clear that he was not prepared to rely on Mr Wilcox's assessment of the responsive nature of these documents.

25. On the instructions of Mr Jaeban Mills & Reeve sent an e-mail to Wragge & Co on 6 August 2004 invoking paragraph 4 of the Deed of Assignment requiring the Assignor to provide all reasonable assistance to enable the Assignee to obtain the full benefit of the assignment.

26. Wragge & Co responded on August 6, 2004 enquiring who was going to pay the Receivers costs of attending to any disclosure. Mr Jaeban instructed Mills & Reeve to find out the costs of Wragge & Co undertaking the process on the same date. Wragge & Co advised that the cost would be £4000 plus VAT. On the August 9, 2004 Mills & Reeve wrote to Ken Wile stating as follows (inter alia)

"Additionally, our client worked extensively last week to dispel any discovery dispute between the Debtors and the Administrative Receivers of Jaeban UK Limited. Mr Jaeban initially requested and subsequently demanded, that the Administrative Receivers produce all requested non-privileged documents, even though Mr Wilcox has advised that the Receiver's files are without question limited to Mr Clark's deposition".

27. The issue was resolved when Mr Jaeban acceded to the Receiver's solicitors request for £4000 plus VAT to conduct their review for privileged documents even though the fees quoted by Wragge & Co appeared excessive. Mr Jaeban appeared willing to pay any amount simply in order to ensure that the deposition process was not aborted. Wragge &

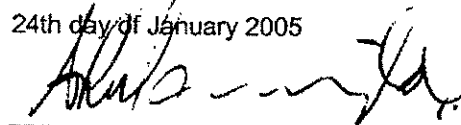
Co also agreed at the request of Mr Jaeban to allow Mr Wile to inspect the documents. Mr Wile was notified that he should contact Ian Weatherall at Wragge & Co to arrange for an inspection of the papers by e-mail from Mills & Reeve sent on 11 August 2004.

28. Mr Wile therefore has now had access to the Receivers papers which appear to have produced no documents that would have materially affected the depositions going forward. BRACII have therefore suffered no prejudice. In his Reply Memorandum, BRACII pours scorn on this allegation relying principally on the exchange of correspondence between Ian Weatherall and Mr Jaeban as "*showing why the Receivers were willing to sell the Counterclaims for £5,000 upfront money*". This is not correct and Ian Weatherall has signed an affidavit stating so.
29. It is also untrue to say that Mr Jaeban did not respond to the letter dated December 12, 2003. On June 17, 2004 I wrote to Brian Sullivan for Mr Jaeban addressing line by line each of the queries raised by Ken Wile in his December 12, 2003 letter. This letter, as I have mentioned previously was also accompanied with by a schedule of further disclosure. This was to comply with the June 18, 2004 deadline.
30. With respect, the impression given to the court that Mr Jaeban was somehow indifferent to the 25 May 2004 order cannot be further from the truth.



Steven David Allen

Sworn before me this
24th day of January 2005



Notary Public

Andrew Manning Cox
55 Colmore Row
Birmingham B3 2AS
England
Notary Public

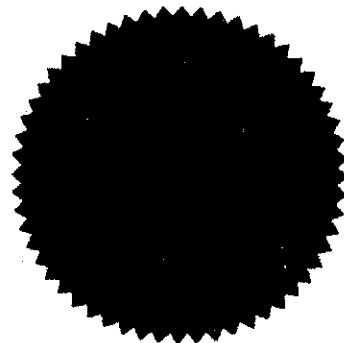


EXHIBIT E

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

IN RE: BRAC GROUP, INC. (F/K/A) Chapter 11
BUDGET GROUP, INC., ET AL.,)
)
Debtors.) Case No. 02-12152 (CJC)
)
IN RE: BRAC GROUP, INC. (F/K/A) (Jointly Administered)
BUDGET GROUP, INC., ET AL.,)
)
Plaintiffs and Counterclaim Defendants,)
)
v.) Adversary No. A-03-54271
)
JAEBAN (U.K.) LIMITED,)
and)
IBRAHIEM JAEBAN,)
)
Defendants and Counterclaim Plaintiffs.)

AFFIDAVIT OF BRIAN A. SULLIVAN

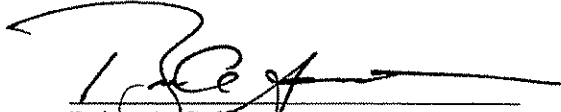
STATE OF DELAWARE)
) to wit:
COUNTY OF NEW CASTLE)

Brian A. Sullivan, being duly sworn deposes and says:

1. I am a partner in the firm of Werb & Sullivan. I make this affidavit in support of my client's Motion for Reconsideration of the Order dated January 13, 2005.
2. On June 17, 2004, I received an e-mail from Wragge & Co. which addressed line by line each of the questions raised by BRACII's counsel in his letter of December 12, 2003.
3. On June 18, 2004 I had a conversation with BRACII's counsel wherein I explained our responses to the letter of December 12, 2003. Counsel appeared satisfied with the explanations I gave him.

4. After that conversation, I sent an e-mail to BRACII's counsel which contained the list of respective supplemental documents. I arranged for Wragge & Co. to ship the supplemental documents directly to BRACII's counsel, which was agreeable to him.
5. BRAC did not object to the responses to the December 12, 2004 letter prior to Robert Wilcox's traveling to England on July 31, 2004 for the depositions agreed upon by the parties, or subsequent thereto.

Further affiant sayeth not.


Brian A. Sullivan

Subscribed and sworn to before me this 24th day of January, 2005.


Notary Public

My Commission Expires: na

AMY D. BROWN
Attorney at Law
Notary Public pursuant to
29 Del.C. § 4323(a)(3)

EXHIBIT F

Your reference: PHMC/PDT/19447/30270
Our reference: BSZA/4006615-0001-0
Document number: bsza11bsza.doc

Direct line: +44(0)121 456 8343
Direct fax: +44(0)121 456 8476
steven.allen@mills-reeve.com

MILLS
— & —
REEVE

Sidley Austin Brown & Wood
DX 580
LONDON CITY

9 August 2004

For the attention of Ken Wile

Fax no: 0121 456 8476

Dear Mr Wile

Re: BRAC Group, Inc: Case No. 02-12152 (MFW) (Jointly Administered): Adversary 03-A-54271

As you are aware we have been instructed by Mr Ibraheim Jaeban to assist Werb & Sullivan our client's US Attorneys, in relation to the above proceedings.

I write to record our disappointment with the Debtors' decision not to permit the deposition of Mr Terry Clark to go forward today as previously agreed and scheduled by mutual consent.

As the Debtors and my client agreed and recognised on Wednesday 4 August 2004, Mr Clark's deposition needed to be held today and tomorrow because of Mr Clark's foreign travel schedule on behalf of his new employer.

As a result of the Debtor's decision on Friday not to permit Mr Clark's deposition it now appears that the exigencies of Mr Clark's schedule will not permit the parties to depose him on Mr Wilcox's current trip to England. The stated and disclosed purpose of that trip was the taking of depositions including Mr Clark's. Mr Jaeban will undoubtedly face additional expense as a result of the Debtors' decision.

We believe that it was inappropriate for the Debtors to change the agreed upon scheduling of Mr Clark's deposition and even at this late date we request that the Debtors reconsider and reverse that decision.

The Debtors' actions with regard to Mr Clark make Mr Jaeban's compliance with Judge Case's most recent Scheduling Order a practical impossibility and the responsibility for that non-compliance as it relates to the completion of the UK depositions by 23 August 2004 must fall entirely upon the Debtors.

It would obviously be inequitable for the Debtors to assert such a deadline with regard to any deposition in this proceeding, and I understand that you have informed Mr Wilcox that you will not take such a position.

Mills & Reeve
54 Hagley Road
Edgbaston
Birmingham
B16 8PE

Tel: +44(0)121 454 4000
Fax: +44(0)121 456 3631
DX: 707290 Edgbaston 3
info@mills-reeve.com

Birmingham Cambridge London Norwich
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A list of partners may be inspected at any of
our offices
www.mills-reeve.com

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The Debtors' stated reason for the adjournment of Mr Clark's deposition was their alleged lack of access to documents from Mr Jaeban and/or the Administrative Receivers of Jaeban UK Limited. We shall be dealing with this issue in separate correspondence.

Mr Wilcox has worked diligently to ensure the Debtors have access to all relevant and non-privileged documents, even though there is no pending discovery request directed to Mr Jaeban. Further, in an attempt to avoid a disruption of the agreed upon deposition schedule, Mr Jaeban offered to gather all documents from Welcome House and deliver them on Saturday to you in London "without prejudice" to our client's contention that all such pertinent documents have been disclosed. The Debtors declined that offer.

Additionally, our client worked extensively last week to dispel any discovery dispute between the Debtors and the Administrative Receivers of Jaeban UK Limited. Mr Jaeban initially requested and subsequently demanded, that the Administrative Receivers produce all requested non- privileged documents, even though Mr Wilcox has advised that the Administrative Receiver's files are without question, extremely limited materially to Mr Clark's deposition.

It is our view that the parties could have easily, expeditiously and efficiently proceeded with Mr Clark's deposition thereby making substantial progress without prejudicing either parties right to continue or re-open the deposition if the Debtors' stated purpose was to avoid a telephone deposition of Mr Clark, we perceive that their actions have created the opposite scenario under which a telephone deposition would be the parties only option unless US Counsel were to return to England at considerable resultant expense.

We ask the Debtors' to reverse their position and we expressly reserve all our client's rights should the Debtors not do so.

We also view the Debtor's current position as a departure from the policy of adversarial co-operation that we believed the Debtors' had adopted and which our client had instructed us to pursue on his behalf.

Please confirm that the Debtors' will reconsider their blockage of Mr Clark's deposition and I look forward to your prompt response on that issue.

Yours sincerely

Steven Allen
Partner

cc Patrick Corr
Philip Taylor

EXHIBIT G

Brian Sullivan

From: Brian A. Sullivan [bsullivan@werbsullivan.com]
Sent: Friday, June 18, 2004 2:46 PM
To: 'kwile@sidley.com'
Cc: 'ian_weatherall@wragge.com'; 'steven_allen@wragge.com'; 'craig_loweth@wragge.com'
Subject: Jaeban/BRAC

Ken,

Attached is a list of the responsive supplemental documents which you should receive from Wragge & Co by Monday, if not sooner. Regards.

Brian A. Sullivan, Esquire
WERB & SULLIVAN
300 Delaware Avenue, 10th Floor
P.O. Box 25046
Wilmington, Delaware 19899
For Courier: 19801
Telephone: (302) 652-1100
Facsimile: (302) 652-1111
E-Mail: bsullivan@werbsullivan.com

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Supplemental
Schedule of Docum...

Supplemental Schedule of Documents held by Jaeban UK Limited in relation to proceedings in the US Bankruptcy Court for the District of Delaware – Case No. 02-12152 (MFW)

Tab	Document Description	Copy/ Original	Dated	Page Nos
Further Accounting Information				
21	Jaeban (UK) Limited - Balance Sheet	Copy	As at 30/11/00	2372 – 2373
21	Jaeban (UK) Limited - Profit and Loss Account	Copy	As at 31/12/00	2374 – 2379
21	Jaeban (UK) Limited – Audited Accounts	Copy	Year ended 31/12/00	2380 – 2389
21	Jaeban (UK) Limited - Profit and Loss Account	Copy	As at 28/02/01	2400 – 2403
21	Jaeban (UK) Limited - Profit and Loss Account	Copy	As at 30/04/01	2404 – 2407
21	Jaeban (UK) Limited – Draft Accounts	Copy	As at 31/12/01	2408 – 2429
21	Jaeban (UK) Limited – Audited Accounts	Copy	As at 31/12/01	2430 – 2450
21	Jaeban (UK) Limited - Profit and Loss Account	Copy	As at 31/05/01	2451 – 2455
21	Jaeban (UK) Limited - Profit and Loss Account	Copy	As at 31/12/01	2456 – 2459
21	Jaeban (UK) Limited - Profit and Loss Account – with Forecast	Copy	As at 31/12/01	2460 – 2463
21	Jaeban (UK) Limited 1 st Quarter 2002 – Trading Account	Copy	Undated	2464 – 2466
21	Jaeban (UK) Limited – Forecast Balance Sheet	Copy	01/02 to 12/02	2467 – 2470
21	Jaeban (UK) Limited - Profit and Loss Account – with Forecast	Copy	As at 28/02/02	2471 – 2472
21	Jaeban (UK) Limited - Profit and Loss Account – with Forecast	Copy	As at 30 April 2002	2473 – 2476

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Tab	Document Description	Copy/ Original	Dated	Page Nos
21	Jaeban (UK) Limited Budgeted Profit & Loss Account	Copy	01/02-12/02	2477 - 2487
21	Jaeban (UK) Limited Scotland Profit and Loss Account Year 1	Copy	Undated	2488
21	2000 Rental Operations – airport locations only	Copy	01/04/03	2489 – 2490
21	BTI – airport locations only (all locations attached)	Copy	Undated	2491 - 2492
21	Budget Adjusted Projections	Copy	Undated	2493 – 2495
21	Summary of Airport Locations and Revenue – (prior to reclassification).	Copy	Undated	2496 – 2499
21	Budget – summary of rental operations historical and projected KPI's.	Copy	Undated	2500
21	Summary of airport locations and rental headquarter results.	Copy	Undated	2501 – 2505
21	Jaeban (UK) Limited – Independent Business Review	Original	28/03/04	2506 – 2560
UK Operating Bulletins EMEA				
22	UK133	Copy	14/11/02	2561 – 2562
22	UK134	Copy	22/11/02	2563
22	UK136	Copy	03/12/02	2564
22	UK139	Copy	17/12/02	2565
22	UK120	Copy	01/07/02	2566
22	UK123	Copy	21/08/02	2566A – 2566B
22	EMA Reservation Charges	Copy	26/04/02	2567 – 2571
22	UK126	Copy	23/09/02	2572
22	UK127	Copy	25/09/02	2573
22	UK130	Copy	22/10/02	2574

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Tab	Document Description	Copy/ Original	Dated	Page Nos
22	UK133	Copy	14/11/02	2575
22	UK135	Copy	22/11/02	2576
22	UK134	Copy	22/11/02	2577 – 2578
22	UK141	Copy	16/01/03	2579
22	UK140	Copy	16/01/03	2580
Budget Action Bulletin				
23	Notice of Change to UK Operating Manual	Copy	03/08/01	2581
Jaeban (UK) Limited - correspondence with NatWest & HSBC Banks				
24	Letter from NatWest Bank to I Jaeban	Original	25/02/02	2626 - 2627
24	Letter from HSBC to I Jaeban	Original	18/04/02	2628
24	Letter from HSBC to I Jaeban	Original	31/05/02	2629 - 2630
24	Letter from HSBC to I Jaeban	Original	09/04/02	2631- 2635
24	Letter from HSBC to the Directors	Original	03/09/02	2636 - 2648
24	Letter from HSBC to I Jaeban	Original	04/09/02	2649
24	Letter from HSBC to I Jaeban	Original	09/04/02	2650 - 2651
24	Letter from HSBC to the Directors	Original	09/04/02	2652
24	Letter from HSBC to I Jaeban	Original	18/04/02	2653 - 2658
Jaeban (UK) Limited – correspondence with BAA Retail				
25	Fax from BAA Retail to Jaeban (UK) Limited	Original	09/08/02	2659
25	Fax from BAA Retail to Budget	Copy	28/06/01	2660
25	Fax from BAA Retail to Budget	Copy	28/06/01	2661
Correspondence between Jaeban (UK) Limited and Budget				
26	Letter IM Jaeban to D Sawyer	Copy	04/02/99	2662
26	Letter IM Jaeban to D Sawyer	Copy	27/04/99	2663 – 2664

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Tab	Document Description	Copy/ Original	Dated	Page Nos
26	Letter IM Jaeban to D Sawyer	Copy	24/06/99	2665
26	Letter IM Jaeban to Justin Shaw	Copy	25/08/99	2666 – 2669
26	Letter IM Jaeban to Justin Shaw	Copy	27/09/99	2670
26	Letter Doug Sawers to IM Jaeban	Original	18/10/99	2671 – 2673
26	Letter IM Jaeban to Doug Sawyer	Copy	19/10/99	2674 - 2676
26	Letter IM Jaeban to Doug Sawyer	Copy	10/01/00	2677
26	Letter IM Jaeban to Terry Clark	Copy	21/03/00	2678
26	Letter Justin Shaw to IM Jaeban	Copy	23/03/00	2679 – 2680
26	Letter Justin Shaw to IM Jaeban	Copy	14/04/00	2681 – 2683
26	Letter IM Jaeban to Justin Shaw	Copy	03/05/00	2684 – 2688
26	Letter IM Jaeban to D Sawyer	Copy	12/05/00	2689 – 2692
26	Budget Organisational Announcement	Copy	18/05/00	2693 – 2694
26	Budget Organisational Announcement	Copy	02/06/00	2695 – 2697
26	Fax IM Jaeban to Roddy Graham	Copy	08/06/00	2698
26	Letter IM Jaeban to Roddy Graham	Original	20/06/00	2699 – 2700
26	Letter IM Jaeban to Sandy Miller	Copy	03/08/00	2701 – 2705
26	Fax IM Jaeban to Roddy Graham and Terry Clark	Copy	30/08/00	2706
26	Fax IM Jaeban to Sandy Miller	Copy	13/10/00	2707
26	Letter IM Jaeban to P Mitchell	Copy	15/02/01	2708 – 2709
26	Fax IM Jaeban to P Mitchell	Copy	19/07/01	2710 – 2712
26	Letter IM Jaeban to Terry Clark	Copy	14/08/01	2713 – 2714
26	E-mail from Pam Elbro to Paul Mitchell	Copy	21/08/01	2715 – 2716
26	Fax from Steve O'Brian to IM Jaeban	Copy	25/10/01	2717 – 2720
26	E-mail Steve Downing to Paul Champken	Copy	16/01/02	2721 – 2725

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Tab	Document Description	Copy/ Original	Dated	Page Nos
26	E-mail Trevor Sutherland/IM Jaeban	Copy	19/02/02	2726
26	Budget to Jaeban (UK) Limited	Copy	21/03/02	2727 – 2730
26	Budget EMEA Bulletin	Copy	04/04/02	2731
26	“Heads of Agreement”	Original	18/04/02	2732 – 2737
26	Letter Terry Clark to IM Jaeban	Copy	29/04/02	2738 – 2739
26	E-mail Jack Frazee to Vicky Waterfield	Copy	01/07/02	2740 – 2741
26	Letter Budget to BRAC Wolverhampton	Original	18/07/02	2742
26	EMEA Communication	Original	30/07/02	2743 – 2745
26	Letter/E-mail IM Jaeban to Terry Clark	Copy	09/08/02	2746
26	Letter James Cohen to Jaeban (UK) Limited	Copy	08/10/02	2747 – 2748
26	Letter Trevor Sutherland to IM Jaeban	Original	11/10/02	2749
26	E-mail from Budget to IM Jaeban	Copy	10/01/03	2750 – 2751
26	EMEA Communication	Copy	17/01/03	2752
26	Budget E-mail to IM Jaeban	Copy	28/01/03	2753
26	Budget E-mail to IM Jaeban	Copy	07/02/03	2754
26	Budget E-mail to IM Jaeban	Copy	12/02/03	2755
26	E-mail Matt Bond of Kroll to IM Jaeban	Copy	18/03/03	2756 – 2757
26	Letter IM Jaeban to Des McCann	Copy	04/09/03	2758
26	Fax Des McCann to IM Jaeban	Original	25/09/03	2759
26	Letter IM Jaeban to Sandy Miller	Copy	13/10/00	2760
26	E-mail from Trevor Sutherland to IM Jaeban	Copy	07/02/02	2761 – 2762
26	E-mail From Trevor Sutherland to Derek Harris	Copy	19/02/02	2763
26	Budget “Action Bulletin” sent to Jaeban	Copy	23/07/02	2764

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Tab	Document Description	Copy/Original	Dated	Page Nos
26	Budget "Action Bulletin" sent to Jaeban	Copy	18/07/02	2765 – 2768
26	E-mail – Terry Clark sent to Jaeban	Copy	30/07/02	2769 – 2771
26	Fax Dave Handley to Paul Champken	Copy	07/11/01	2772 - 2773
26	E-mail – Steve Downing to Jaeban	Copy	16/01/02	2774 - 2776
Correspondence Jaeban (UK) Limited and AVIS Europe				
27	Letter AVIS Europe to IM Jaeban	Original	13/03/03	2777 – 2781
Internal Jaeban (UK) Limited – Memoranda				
28	Martin Dobbing to Ibraheim Jaeban	Copy	20/06/00	2782 – 2785
28	Martin Dobbing to Ibraheim Jaeban	Copy	10/08/00	2786 – 2789
Budget - UK News Marketing				
29	Memo	Copy	01/10/01	2790 – 2791
29	Memo	Copy	07/09/01	2792 – 2796
29	Memo	Copy	15/06/01	2797 – 2802
29	Memo	Copy	26/07/01	2803
29	Memo	Copy	05/07/01	2804 – 2806
29	Memo	Copy	15/06/01	2807 – 2812
29	Memo	Copy	03/07/01	2813 – 2814
29	Memo	Copy	29/01/99	2815 – 2818
29	Memo	Copy	01/04/99	2819 – 2820
29	Memo	Copy	04/03/99	2821 – 2824
29	Memo	Copy	06/04/99	2825 – 2827
29	Memo	Copy	08/03/99	2828 – 2831
29	Memo	Copy	16/03/00	2832 – 2835
29	Memo	Copy	15/04/99	2836 – 2839

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Tab	Document Description	Copy/ Original	Dated	Page Nos
29	Memo	Copy	30/01/01	2840 – 2841
29	Memo	Copy	25/05/99	2842 – 2844
29	Memo	Copy	15/12/99	2845 – 2847
29	Memo	Copy	16/02/98	2848 – 2851
29	Memo	Copy	03/06/99	2852 – 2853
29	Memo	Copy	08/06/99	2854 – 2868
29	Memo	Copy	01/02/00	2869 – 2870
29	Memo	Copy	04/05/99	2871 – 2873
29	Memo	Copy	10/06/99	2874 - 2877
Documents received from BDO Stoy Hayward (Auditors for Jaeban (UK) Limited)				
30	Management Accounts prepared by Jaeban (UK) Limited	Copy	6 months to 30/06/03	2878 - 2881
30	Management accounts prepared by Jaeban (UK) Limited	Copy	Year to 31/12/02	2882 - 2885
30	Draft Accounts	Copy	Year ended 31/12/01	2886 – 2911
30	Draft Accounts	Copy	Year ended 31/12/00	2912 - 2932

BA553

EXHIBIT H

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----)	
In re	)	Chapter 11
BRAC GROUP, INC. (f/k/a BRAC Group,	)	Case No. 02-12152 (MFW)
Inc.), <u>et al.</u> ,)	
)	
Debtors.	)	(Jointly Administered)
-----)	
BRAC GROUP, INC. (f/k/a Budget Group,	)	03-A-54271
Inc.), <u>et al.</u> ,)	
)	
Plaintiffs and Counterclaim Defendants,)	
)	
v.)	
)	
Jaeban (U.K.) Limited,)	
)	
Defendants and Counterclaim Plaintiff.)	
-----)	

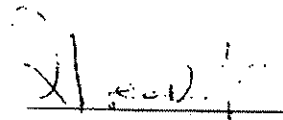
AFFIDAVIT OF IAN WEATHERALL

IAN WEATHERALL, being duly sworn, deposes and says:

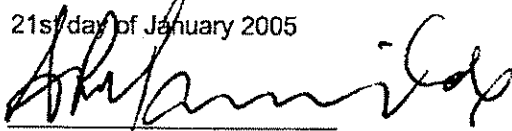
1. I am qualified as a solicitor in England and Wales. I am a partner in the law firm Wragge & Co LLP of 55, Colmore Row, Birmingham, B3 2AS. I was the supervising partner for Jaeban UK Limited in these adversary proceedings when I wrote a letter to Mick O'Connor, Senior Manager with RSM Robson Rhodes LLP on October 15, 2003. This letter and Mr Jaeban's reply are referred to and exhibited at "B" and "C" to BRACII's Motion to Compel dated September 15, 2004. and referred to in the Memorandum Opinion of Charles G. Case II United States Bankruptcy Judge dated December 14, 2004.
2. In its Motion to Compel, BRACII refers to these two documents as "critical" documents based on their understanding that my letter of October 15, 2003

"completely undermines Mr Jaeban's case". I disagree with that interpretation of my letter.

3. The letter arose out of advice I was asked to provide to Mr O'Connor as to whether it was possible for Mr Jaeban to trade either under his own name or through a new limited company ("Newco") from various sites then operated by Jaeban UK Limited. Mr Jaeban had suggested to Mr O'Connor that the insolvency of BRACII or the UK business of BRACII had automatically terminated the restrictive covenants contained within the International Prime License Agreement ("IPLA"). I disagreed with that interpretation for the reasons stated in my letter. My letter was limited to that single issue and did not address the merits of either Jaeban UK or Mr Jaeban's counterclaims in the adversary proceedings.
4. I do not understand how BRACII can interpret the letter as evidence of my alleged "dim view of Jaeban UK's claims under the Umbrella Agreement and IPLA" (see their Reply Memorandum dated September 18, 2004) when it is plain that my letter was not intended, nor did it, refer to the Adversary Proceedings. For these reasons it would be manifestly unjust for the court to conclude that my letter questions "the underpinnings of Mr Jaeban's case".


Ian Weatherall

Sworn before me this
21st day of January 2005



Notary Public

Andrew Manning Cox
55 Colmore Row
Birmingham B3 2AS
England
Notary Public

